

EXHIBIT 4

STORMWATER UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation (“Grantor”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to City of Duluth, a Minnesota municipal corporation (“Grantee”), in trust for the benefit of the public, a non-exclusive utility easement for stormwater equipment purposes, subject to the terms and conditions contained herein, (this “Easement”) under and across the following described land situated in St. Louis County, Minnesota:

The easement area conveyed by this document is as described and depicted on Exhibit A attached hereto and made a part hereof (the “Easement Area”). Grantee’s stormwater utility equipment shall be located below the level of the pedestrian plaza located on the Easement Area.

It is agreed and understood by the parties hereto that this Easement is not to be construed as being granted to the exclusion of the Grantor, its successors or assigns, however, Grantor cannot interfere with Grantee’s easement rights. Grantee’s use shall not interfere with the use by Grantor, its successors and assigns; provided, however, that with Grantor’s prior written consent, temporary disruption of Grantor’s activities in the vicinity of the Easement Area is permissible to the extent necessary to effectuate necessary construction, reconstruction, repair, maintenance, and replacement of the stormwater equipment. In the event Grantee, its successors or permitted assigns, no longer use this Easement solely for the purposes granted, this Easement shall terminate subject to vacation proceedings as provided by law.

Subject to the prior written consent of Grantor (except in the case of emergencies), Grantee shall also have the right to enter onto the Easement Area and the right to access the Easement Area, which may be via Grantor’s Michigan Street-level parking garage located on the real property legally described on the attached Exhibit B, so long as said garage is accessible via Michigan Street. Grantor shall not unreasonably withhold consent to access the Easement Area. In the event Grantee cannot access the Easement Area by entering Grantor’s Michigan Street-level parking garage via Michigan Street, Grantee may access the Easement Area from above via the Superior Street/plaza level. Except as otherwise expressly stated herein, Grantee, its successors and assigns, agrees to restore Grantor’s property from any damage caused by the Grantee’s use of this Easement. All restoration shall be performed in an expeditious and good and workmanlike manner in order to return the Easement Area to its condition prior to Grantee’s work thereon or use. In the event that Grantee fails to maintain the Easement Area as required herein within fifteen (15) days of written notice from Grantor to do so, Grantor may perform such maintenance and Grantee agrees to promptly reimburse Grantor for its reasonable costs in performing such maintenance.

Grantee shall repair and restore (to grade below the floor level) any damage to the parking garage floor within the Easement Area caused by Grantee's use of this Easement, EXCEPT Grantor will be responsible for the costs of any parking ramp floor surface repair or restoration within the Easement Area, the need for which is occasioned by Grantee's damage to the parking garage floor, unless such repair or restoration is required due to Grantee's negligence.

Grantee agrees to assume all risks of, and indemnify and hold harmless, and at the Grantee's expense, defend the Grantor from and against any claim, loss, cost, legal actions, liability or expense (including without limitation, attorneys' fees and costs of appeals) on account of personal injury to or death of any person whomsoever, including but not limited to employees of the Grantor, or damage to or destruction of property to whomsoever belonging, including but not limited to property of the Grantor, that arises out of or results from or is related to, partly or wholly, directly or indirectly, the Grantee's exercise of the rights herein granted. Notwithstanding the foregoing, nothing herein contained is to be construed as an indemnification by Grantee against the sole negligence of the Grantor, its officers, employees or agents.

Grantee also agrees to comply strictly with all applicable federal, state, county and municipal laws, rules, ordinances and regulations relating to all activities contemplated under this Easement. Such strict compliance shall include, but is not limited to, laws, rules, ordinances and regulations governing fire and prevention of fire, stream diversion and pollution, public health, permitting and licensing. Grantee hereby assumes, at its sole cost and expense, all obligations imposed upon Grantor by virtue of Grantee's exercise of its rights under this Easement.

The Easement hereby granted shall extend to and bind the successors and assigns of the parties hereto and shall run with the land. Notwithstanding the foregoing, Grantee shall not assign, in whole or in part, its rights or obligations under this Easement without the prior written consent of Grantor, which consent shall be within Grantor's sole discretion.

IN TESTIMONY WHEREOF, the parties hereto have executed this Easement as of this _____ day of _____, 2020.

GRANTOR
Minnesota Power,
a division of ALLETE, Inc.

By: _____

Its: _____

STATE OF MINNESOTA)
) ss.
 COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____, the _____, of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation.

Notarial Stamp or Seal

 Notary Public

**GRANTEE
CITY OF DULUTH**

By: _____
Its Mayor

By: _____
Its City Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF ST. LOUIS)

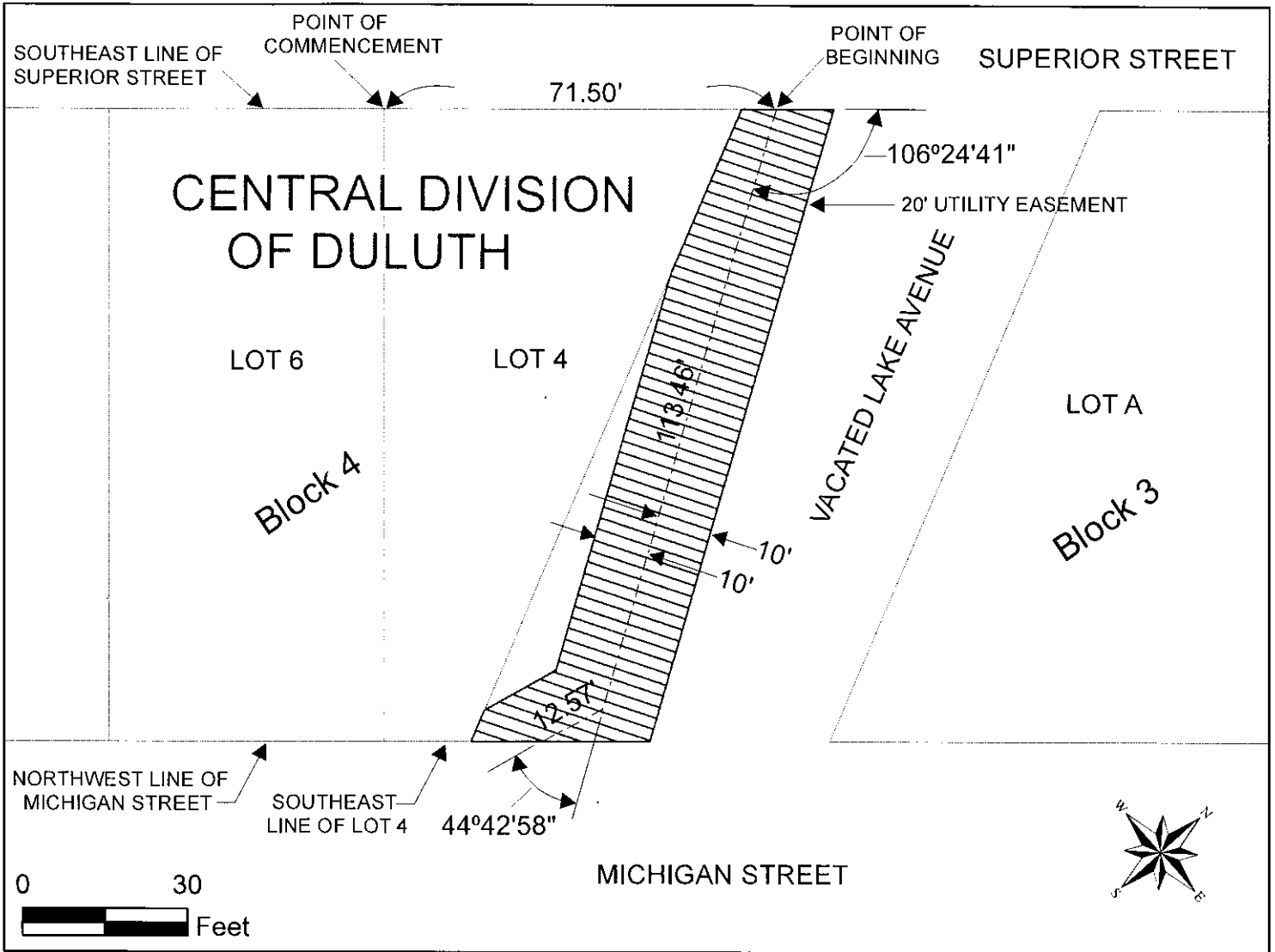
The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by Emily Larson and Chelsea Helmer, Mayor and City Clerk, respectively, of the City of Duluth, a Minnesota municipal corporation.

Notarial Stamp or Seal

Notary Public

This instrument was drafted by:
Minnesota Power, a division of ALLETE, Inc.
30 West Superior Street
Duluth, MN 55802

Exhibit A



 Easement Area

A utility easement in that part of vacated Lake Avenue lying within 10 feet on both sides of the centerline described as follows:

Commencing at a point on the westerly corner of Lot 4, Block 4 of said Central Division of Duluth; thence northeasterly along the northwest line of Lot 4 and its northeasterly extension 71.5 feet to the beginning of the center line of said easement; thence deflecting southeasterly 106 degrees 26 minutes 41 seconds a distance of 113.46 feet; thence deflecting southerly 44 degrees 42 minutes 58 seconds a distance of 12.57 feet to a point on the northeasterly extension of the southeasterly line of said Lot 4, there terminating said centerline. The northeast sideline of said easement is prolonged northwesterly to end on said northeasterly extension of the northwest line of Lot 4, and is shortened southeasterly to end on the northeast extension of the southeast line of Lot 4. The southwest sideline of said easement is prolonged or shortened to end on the northeast line of Lot 4. The 20.00 foot wide easement is bounded on the northwest by the northeasterly extension of the northwest line of Lot 4, and is bounded on the southeast by the northeasterly extension of the southeast line of Lot 4.



APPROVED BY CITY ENGINEER

3-13-20

DATE

EXHIBIT B

PARKING RAMP LEGAL DESCRIPTION

Lot A, Lot 2 and the westerly half of Lot 4, all in Block 3, Central Division of Duluth, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota.

AND

That part of platted Lake Avenue in the City of Duluth, described as follows: Beginning at the most westerly corner of Lot A, Block 3, Central Division of Duluth; thence run southwesterly along the southwesterly extension of the northwesterly line of said Lot A to its intersection with the most northerly corner of Lot 4, Block 4, Central Division of Duluth; thence run southeasterly along the northeasterly line of said Lot 4 to the most easterly corner of said Lot 4; thence run northeasterly to the most southerly corner of Block 3, Central Division of Duluth; thence run northwesterly along the southwesterly line of said Block 3 to the point of beginning, St. Louis County, Minnesota.

AND

Lots 4, 6, 8, 10, 12, and 14, Block 4, Central Division of Duluth, according to the plat thereof on file and of record in the office of the County Recorder in and for St. Louis County, Minnesota.